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6 UNITED STATES DISTRICT COURT
7 WESTERN DISTRICT OF WASHINGTON
8 AT SEATTLE

9 SEATTLE PACIFIC INDUSTRIES,
10 INC.,

11 Plaintiff,

12 v.

13 S3 HOLDING LLC, *et al.*,

14 Defendants.

Case No. C18-0224RSL

ORDER DENYING
RECONSIDERATION

15 On April 10, 2019, the Court found that plaintiff Seattle Pacific Industries (“SPI”)
16 is entitled to judgment as a matter of law on its breach of contract claim in the amount of
17 \$160,000 and on its trademark infringement claim in the amount of \$31,136. Defendants
18 filed a timely motion for reconsideration arguing that the award of actual damages under
19 the Lanham Act constituted manifest error because (1) SPI did not request actual damages
20 and (2) its recovery of liquidated damages under the contract precludes an award of actual
21 damages.

22 Motions for reconsideration are disfavored in this district and will be granted only
23 upon a “showing of manifest error in the prior ruling” or “new facts or legal authority
24 which could not have been brought to [the Court’s] attention earlier with reasonable
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1 diligence.” LCR Rule 7(h)(1). Defendants have not met their burden. Contrary to their
2 first argument, SPI expressly sought actual damages in the form of lost royalties. See Dkt.
3 # 28 at 5. The second argument is simply a repackaged version of the economic loss
4 argument the Court previously rejected. There is no risk of double recovery in the
5 circumstances presented here. The rights, duties, and liabilities imposed by the contract
6 are distinct from those under the Lanham Act, and the remedies provided cover different
7 wrongs. See Dkt. # 49 at 6 (“Default and termination of the contract stripped S3 of its
8 contractual right to use the marks, triggered certain obligations regarding inventory and
9 other items, and accelerated the due date of the year’s GMRP and Advertising payments
10 (discussed below). SPI seeks to enforce those provisions through its breach of contract
11 claim. Once the License Agreement was terminated, the relationship of the parties was
12 again governed by the Lanham Act, and S3’s unlicensed use of the trademarks caused
13 non-contract injuries that are remediable pursuant to the terms of the Act.”).

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15 For all of the foregoing reasons, defendants’ motion for reconsideration (Dkt. # 52)
16 is DENIED.

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18 Dated this 3rd day of May, 2019.

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21 Robert S. Lasnik
22 United States District Judge
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